IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1611 OF 1998.

Ratnakar Bank Ltd. ... Plaintiff.

Versus.

Rajnikant Chunilal Mody. ... Defendant.

Shri C.V.Bhagwat i/by M/s.Divekar & Co. for the Plaintiff.

None for the Defendant.

CORAM : ABHAY S.OKA, J.

DATED : 5th July, 2007.

P.C.:

1. Heard the learned Counsel appearing for the Plaintiff. The suit is filed by the Plaintiff-Bank against the Defendant for recovery of a sum of Rs.70,657/- due and payable by the Defendant to the Plaintiff on account of a temporary overdraft facility granted to the Defendant. The original documents are placed on record along with a list. The list is marked "X" for identification and the same is taken on record. The Plaintiff has produced the account opening form as well as the certified extract of the account of the Defendant maintained by the Plaintiff.

2. No written statement has been filed for denying the averments made in the plaint. Hence a case is made out for passing a decree. There is no agreement as regards payment of interest. However, claim arises out of a commercial transaction. Hence simple interest at

the rate of 9% per annum will be payable.

3. The suit is decreed in terms of prayer clauses (a) and (b) of the plaint with modification that the interest payable will be at the rate of 9% per annum from the date of the suit.

Judge.